

## REMARKS/ARGUMENTS

### *Status of Claims*

Claims 1-14 stand rejected.

Claim 1 is currently amended.

Claims 15-18 are new.

Thus, claims 1-18 are pending in this patent application.

The Applicants hereby request further examination and reconsideration of the presently claimed application.

### *Claim Rejections – 35 U.S.C. § 103*

Claims 1-14 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent Application Publication 2004/0004955 (*Lewis*) in view of U.S. Patent Publication 2002/0116669 (*Jain*) and U.S. Patent 7,315,510 (*Owens*). Claims 2-14 depend from independent claim 1, thus claims 1-14 stand or fall on the application of the combination of *Lewis*, *Jain*, and *Owens* to independent claim 1. As noted by the United States Supreme Court in *Graham v. John Deere Co. of Kansas City*, an obviousness determination begins with a finding that **“the prior art as a whole in one form or another contains all of the elements of the claimed invention”**. See *Graham v. John Deere Co. of Kansas City*, 383 U.S. 1, 22 (U.S. 1966). The Applicants respectfully submit that the combination of *Lewis*, *Jain*, and *Owens* (without conceding that such is proper) does not contain all of the elements of independent claim 1, and therefore fails to render obvious claims 1-14.

The combination of *Lewis*, *Jain*, and *Owens* fails to render obvious claims 1-14 because the combination of *Lewis*, *Jain*, and *Owens* fail to disclose binding a work label switching path (LSP) with a protection LSP. Claim 1 reads:

1. A method for binding a work label switching path (LSP) with a protection LSP, comprising:

a Path Switching Label Switching Router (PSL) transmitting a first message which comprises binding information to a Path Merging Label Switching Router (PML) to request for creating the protection LSP of the work LSP;

the PML router assigning a label for the protection LSP based on the first message, and returning a second message which comprises the binding information;

upon receiving the second message, the PSL router **binding the work LSP with the protection LSP** according to the binding information, and transmitting a notification message which comprises the binding information to the PML switched router; and

the PML router binding the work LSP with the protection LSP according to the binding information in the notification message.

(Emphasis added). As shown above, claim 1 requires binding a work LSP with a protection LSP. In contrast, *Owens* binds labels for individual LSPs (e.g. all of the labels for a single LSP):

A “label distribution protocol” is a set of procedures by which one LSR (i.e., a network switch element) informs another of the **label bindings** it has made. **“Label binding” is a process by which a message to be sent from a source to a destination is associated with various labels between the nodes that lie along the way, between the source and destination.** By way of example, in FIG. 1, a message to be sent from switch 1 to switch 7 is associated or bound to travel to switch 7 through switch 2 by, or using, the label  $L_{12}$  that is first associated with the message at, or by, switch 1. Switch 2 in turn associates messages labeled  $L_{12}$  as bound for switch 3 and re-labels them as  $L_{23}$ . **Re-labeling messages (e.g. re-labeling a message received at switch 2 on  $L_{12}$ , as the same message that is output from switch 2 but on  $L_{23}$  and which is received at switch 3, to be re-labeled by switch 3 and output again as  $L_{34}$ ) is known as “label binding.”** Two or more LSRs, (network switch elements) which use a label distribution protocol to exchange label binding information are known as “label distribution peers” with respect to the binding information they exchange.

*Owens*, col. 11, ll. 12-31 (emphasis added). As shown above, ***Owens* binds labels for individual LSPs (e.g. all of the labels for a single LSP), rather than binding a working LSP to a protection LSP.** For example, *Owens* binds labels  $L_{12}$ ,  $L_{23}$ ,  $L_{34}$ ,  $L_{46}$ , and  $L_{67}$  to the LSP defined by nodes 1, 2, 3, 4, 6, and 7. Thus, ***Owens* fails to disclose binding a work LSP with a protection LSP (e.g. binding two LSPs together).** The Examiner admits that *Lewis* fails to disclose binding a work LSP with a protection LSP, *see* Office Action dated November 10, 2009,

pp. 5-6, and *Jain* fails to make up for *Owens*' deficiency. As such, the combination of *Lewis*, *Jain*, and *Owens* fail to disclose at least one limitation of independent claim 1, and consequently fails to render obvious claims 1-14.

### ***New Claims***

New claims 15-18 recite novel and non-obvious aspects of the invention. Support for new claims 15-18 is found in FIG. 1 and paragraphs 3 and 32 of the specification. New claims 15-18 depend from independent claim 1, which is allowable for the reasons given above. Thus, new claims 15-18 are also allowable.

### ***Finality of Next Office Action***

The Applicants would like to point out that claims 1-14 have not been substantively amended. In addition, the Applicants would like to remind the Examiner of the rules regarding finality of office actions. Specifically, MPEP § 706.07(a) states that the next office action should not be final if the Examiner changes the grounds of rejection for any of claims 1-14. Should the Examiner insist on making the next office action final, the Applicants request a telephone conference with the Examiner and the Supervisory Patent Examiner to clarify the finality issue, and thereby potentially avoid a petition under 37 C.F.R. § 1.181.

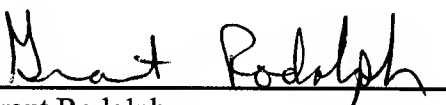
### CONCLUSION

Consideration of the foregoing amendments and remarks, reconsideration of the application, and withdrawal of the rejections and objections is respectfully requested by the Applicants. No new matter is introduced by way of the amendment. It is believed that each ground of rejection raised in the Office Action dated November 10, 2009 has been fully addressed. If any fee is due as a result of the filing of this paper, please appropriately charge such fee to Deposit Account Number 50-1515 of Conley Rose, P.C., Texas. If a petition for extension of time is necessary in order for this paper to be deemed timely filed, please consider this a petition therefore.

If a telephone conference would facilitate the resolution of any issue or expedite the prosecution of the application, the Examiner is invited to telephone the undersigned at the telephone number given below.

Respectfully submitted,  
CONLEY ROSE, P.C.

Date: 12/14/09

  
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